

## **REMARKS**

Claims 1-2, 6-7, and 11-12 are pending in this application. By this Response, claims 1, 6, and 11 are amended and claims 3-5, 8-10, and 13-20 are canceled. Independent claim 1 is amended to incorporate the features of canceled claims 3, 5, 16, and 17. Independent claim 6 is amended to incorporate the features of canceled claims 8, 10, 18, and 19. Independent claim 11 is amended to incorporate the features of canceled claims 13, 15, and 20. No new matter has been added by any of the above amendments. Moreover, entry of the above amendments after issuance of the Final Office Action is proper since the amendments do not raise any new issues requiring further search or consideration as the amendments merely incorporate dependent claims into their respective independent claims and place the case in better condition for appeal should an appeal be necessary. Reconsideration of the claims in view of the above amendments and the following remarks is respectfully requested.

### **I. Telephone Interview**

Applicants thank Examiner Zelaskiewicz and Supervisory Examiner Fischer for the courtesies extended to Applicants' representative during the April 9, 2009 telephone interview. During the telephone interview, Examiner Zelaskiewicz and SPE Fischer indicated that they understood the distinctions of the present claims over the cited art as they were explained by Applicants' representative. SPE Fischer requested that the identifying opportunities to reduce privacy-related risks and identifying opportunities to transform data into a less sensitive form features of the independent claims be redrafted to positively recite "reducing privacy related risks" and "transforming data into a less sensitive form" because he alleged that the phrases as they exist in the present claims are considered field of use limitations that are not given weight. SPE Fischer indicated that he believed that the features of reducing privacy related risks and transforming data into a less sensitive form define the claims over the cited references.

Applicants respectfully disagree that the features of the claims as they currently stand recite field of use limitations and respectfully submit that these features must be

given weight when examining the claims. The phrases “to reduce privacy-related risks” and “to transform data into a less sensitive form” are further defining of the specific types of opportunities that are identified. That is, these phrases modify the noun “opportunities”, not the verb “identifying” and thus, are not field of use limitations. The phrase “opportunities to reduce privacy-related risks” is all one thing, i.e. opportunities where privacy related risks may be reduced. This could equally be phrased as “privacy related risk reduction opportunities.” The claim does not recite “identifying opportunities, for the purpose of reducing privacy related risks” but rather a specific type of opportunity that is being identified based on the privacy agreement relationship diagram. This is clear from the language of the claim in that no punctuation is provided between the term “opportunities” and “to reduce privacy-related risks.” Moreover, this is clear when the claims are read in light of the present specification, i.e. page 24, lines 1-7.

The same is true of the feature of identifying opportunities to transform data into a less sensitive form based on one or more privacy agreement relationship diagrams. Again, the claim does not simply recite identifying any type of opportunity. To the contrary, the phrase “to transform data into a less sensitive form” modifies the noun “opportunities” and thereby specifies what type of opportunities are being identified. Thus, these features are not simply field of use limitations but rather specific types of opportunities that are being identified. Accordingly, these features must be given weight by the Examiner when examining the claims.

The substance of the telephone interview is further summarized in the following remarks.

## **II. Rejection under 35 U.S.C. § 112, Second Paragraph**

The Office Action rejects claims 4, 9, and 14 under 35 U.S.C. § 112, second paragraph. By this Response, these claims have been canceled and thus, this rejection is rendered moot. Accordingly, Applicants respectfully request withdrawal of the rejection of claims 4, 9, and 14 under 35 U.S.C. § 112, second paragraph.

### III. Rejection under 35 U.S.C. § 103(a)

The Office Action rejects claims 1-20 under 35 U.S.C. § 103(a) as being allegedly unpatentable over Coffey et al. (U.S. Patent No. 6,636,858) in view of Ginter et al. (U.S. Patent No. 5,892,900). This rejection is respectfully traversed.

Amended claim 1, which is representative of the other amended independent claims 6 and 11 with regard to similarly recited subject matter, reads as follows:

1. A method, in an information handling system comprising a processor and a storage device, for improving the handling of personally identifiable information, said method comprising:

generating, in the information handling system, an object model for representing relationships between active entities with regard to handling of personally identifiable information, wherein the active entities comprise a data subject, represented as a data subject object in the object model, and at least one data user, represented as at least one data user object in the object model, and wherein the data subject is an active entity that is identified by the personally identifiable information and the at least one data user is an active entity that uses the personally identifiable information obtained from the data subject;

identifying, by the information handling system, parties involved in a process of handling personally identifiable information based on the object model, wherein the parties comprise the data subject and the at least one data user;

identifying, by the information handling system, data involved in said process from a data model;

classifying, by the information handling system, the data as personally identifiable information or non-personally identifiable information;

***expressing, by the information handling system, based on the object model, each relationship between each pair of said parties in terms of a privacy agreement, wherein the privacy agreement for each relationship between each pair of parties is a subset of a natural language privacy policy set, the subset being defined as specific to a particular situation or purpose and specific to the particular parties in the pair of parties;*** and

representing, by the information handling system, said parties, said data, and said privacy agreements graphically as objects and associations between objects in one or more privacy agreement relationship diagrams;

identifying opportunities to reduce privacy-related risks involved in said process based on the one or more privacy agreement relationship diagrams; and

*identifying opportunities to transform data into a less sensitive form based on the one or more privacy agreement relationship diagrams, wherein the less sensitive form is one of a de-personalized form in which transformed data does not contain personally identifiable information that identifies the data subject but is able to be associated with the data subject using other data having personally identifiable information, or an anonymous form in which transformed data does not contain personally identifiable information that identifies the data subject and is not able to be associated with the data subject, wherein:*  
each privacy agreement uses a limited number of privacy-related actions concerning said personally identifiable information; and  
said privacy agreement expresses privacy rules regarding said privacy-related actions, for each party in a pair of parties with which the privacy agreement is associated.  
(emphasis added)

Applicants respectfully submit that neither Coffey nor Ginter, whether taken alone or in combination, teaches or provides any technical rationale to implement at least those features of independent claim 1 emphasized above or the similar features found in the other rejected independent claims 6 and 11.

Coffey is directed to a mechanism for associating entities of a database system using unique entity licenses, attribute licenses, and relationship licenses. With the mechanism of Coffey, entities may be associated with each other via a relationship license that specifies the unique entity license numbers of the entities involved in the relationship. Coffey further teaches the generation of a relationship diagram (see Figure 5) based on these licenses. As shown in Figure 5, entity licenses may have relationships depicted as arrows with boxes indicative of the relationship license.

While Coffey teaches a mechanism for defining relationships between entities in terms of a unique relationship license, nowhere in Coffey is there any teaching or technical rationale provided to implement the feature of expressing, based on the object model, each relationship between each pair of parties in terms of ***a privacy agreement***, wherein the privacy agreement for each relationship between each pair of parties, ***is a subset of a natural language privacy policy set, the subset being defined as specific to a particular situation or purpose and specific to the particular parties in the pair of parties***. Coffey does not even mention privacy agreements, a natural language privacy policy set, a subset of a natural language privacy policy set, or a subset being defined as

specific to a particular situation or purpose and specific to the particular parties in a pair of parties.

The Office Action alleges that this feature is taught by Coffey at column 6, line 47 to column 7, line 17 which reads as follows:

Referring now to FIG. 4, the format of a Relationship Attribute License 44 includes Relationship Attribute License Number Field 46, a Relationship License Number Field 48, optional Additional Relationship License Number Fields 50, an optional Relationship Attribute Name Field 52, a Relationship Attribute Value Field 54 and an optional Flag Field 56. The Relationship Attribute License 44 of FIG. 4 is identified by a uniquely distinguishable Relationship Attribute License Number 58 of 6001. This Relationship Attribute License Number 58 of 6001 is stored in the Relationship Attribute License Number Field 46. Each Relationship Attribute License Number 58 is unique, or uniquely identifiable throughout the database structure. The Relationship License Number 35 of 4306 stored in the Relationship License Number Field 48 specifies that the Relationship Attribute License 23A of FIG. 4 refers to the Relationship License 23A that defines a relationship existing between the Entity License 2 for the person of Mary Smith and the Entity License 2 for Frank Smith. The optional Additional Relationship License Number Fields 50 may be used to associate the Relationship Attribute License 44 of FIG. 4 with other Entity Licenses 2 in addition to the Entity License 2 associated with the Relationship License 4306. The optional Relationship Attribute Name Field 52 stores a name 57 of PARENT. The Relationship Attribute Value Field 54 stores a value 59 of MOTHER, mother being a name of a relatedness that exists Mary Smith and her son Frank Smith. The optional Flag Field 56 contains a binary pattern 60 that informs the database about the nature of the Relationship Attribute License 44, such as whether this Relationship Attribute License 44 includes only one or more than one Relationship License Number Fields 48, 50, or whether this Relationship Attribute License 44 does or does not include a Relationship Attribute Name Field 52. The database manager may, for example, wish to structure a single Relationship Attribute License 44 to denote that various persons identified by the database are mothers of various other persons identified by the database.

While this section of Coffey teaches the use of a relationship license and relationship license attribute to define a relationship between two entities, i.e. Mary Smith and Frank Smith, there is nothing in this or any other section of Coffey regarding a privacy agreement, or that a privacy agreement is a subset of a natural language privacy policy set

that is specific to a particular situation or purpose and specific to the particular parties in a pair of parties. Coffey does not even mention privacy agreements.

In addition, while Coffey may teach the generation of a relationship diagram in Figure 5, there is nothing in Coffey that teaches or provides any technical rationale to implement the features of *identifying opportunities to transform data into a less sensitive form based on the one or more privacy agreement relationship diagrams*, wherein the less sensitive form is one of a *de-personalized form in which transformed data does not contain personally identifiable information that identifies the data subject but is able to be associated with the data subject using other data having personally identifiable information*, or an *anonymous form in which transformed data does not contain personally identifiable information that identifies the data subject and is not able to be associated with the data subject*. At most, what can be determined from the relationship diagram of Figure 5 in Coffey is that a relationship exists between two parties and the direction of the relationship. Nowhere in Coffey is there any teaching or technical rationale provided for identifying opportunities to transform data into a less sensitive form based on one or more privacy agreement relationship diagrams, let alone the specific less sensitive forms of de-personalized form or anonymous form.

These features were previously presented in claims 5, 16, and 17 that depended from claim 1, and similar dependent claims from the other independent claims. The Office Action, with regard to claims 5, 16, and 17, alleges that these features are taught by Ginter. Ginter is directed to a mechanism for transaction management and electronic rights protection in which information is accessed and used only in authorized ways such that the integrity, availability, and confidentiality of the information is maintained.

The Office Action alleges that the features of claims 5, 16, and 17 at column 57, lines 45-55; column 279, lines 50-61; and column 318 line 59 to column 319, line 14 with particular emphasis on column 57, lines 45-55. Applicants respectfully disagree.

Column 57, lines 45-55 of Ginter read as follows:

"Rules and controls" can be used to protect the content user's privacy by limiting the information that is reported to other VDE participants. As one example, "rules and controls" can cause content usage information to be reported anonymously without revealing content user

identity, or it can reveal only certain information to certain participants (for example, information derived from usage) with appropriate permission, if required. This ability to securely control what information is revealed and what VDE participant(s) it is revealed to allows the privacy rights of all VDE participants to be protected.

While this section of Ginter teaches that the “rules and controls” of Ginter may be used to protect a content user’s privacy by limiting information that is reported to other virtual distribution environment (VDE) participants, this does not teach or provide any technical rationale to utilize a privacy agreement relationship diagram to identify opportunities to transform data into a less sensitive form. To the contrary, Ginter merely teaches that the information can be limited using rules and controls. There is no ability in Ginter to utilize a privacy agreement relationship diagram to identify opportunities to transform data or “limit information.”

Moreover, there is no teaching in Ginter to utilize a privacy agreement relationship diagram to identify opportunities to transform data into either a de-personalized form or an anonymous form as recited in claim 1. Ginter mentions limiting information and even reporting information anonymously, but does not teach or provide any technical rationale to identify opportunities to transform data into a de-personalized form or an anonymous form based on a privacy agreement relationship diagram.

The other cited sections of Ginter, i.e. column 279, lines 50-61 and column 318 line 59 to column 319, line 14, read as follows:

Since the end-user 112 is the ultimate consumer of content in this example, VDE 100 is designed to provide protected content in a seamless and transparent way--so long as the end-user stays within the limits of the permissions she has received. The activities of end-user 112 can be metered so that an audit can be conducted by distributors 106. The auditing process may be filtered and/or generalized to satisfy user privacy concerns. For example, metered, recorded VDE content and/or appliance usage information may be filtered prior to reporting it to distributor 106 to prevent more information than necessary from being revealed about content user 112 and/or her usage.  
(column 279, lines 50-61)

In this example, end users 3310 may transmit VDE permissions and/or other control information to the repository 3302 permitting and/or denying

access to usage information collected by the audit system for use by the analysis system. This, in part, may help ensure end user's privacy rights as it relates to the usage of such information. Some containers may require as an aspect of their control structures, that an end user make usage information available for analysis purposes. Other containers may give an end user the option of either allowing the usage information to be used for analysis, or denying some or all such uses of such information. Some users may elect to allow analysis of certain information, and deny this permission for other information. End users 3310 in this example may, for example, elect to limit the granularity of information that may be used for analysis purposes (e.g. an end user may allow analysis of the number of movies viewed in a time period but disallow use of specific titles, an end user may allow release of their ZIP code for demographic analysis, but disallow use of their name and address, etc.) Authors and/or the repository 3302 may, for example, choose to charge end users 3310 smaller fees if they agree to release certain usage information for analysis purposes. (column 318 line 59 to column 319, line 14)

These sections of Ginter teach that auditing information may be filtered to satisfy user privacy concerns. While these sections, like column 57, lines 45-55, mention privacy and being able to filter information to ensure privacy, there is no teaching or technical rationale provided for the specific features of identifying opportunities to transform data into a less sensitive form ***based on the one or more privacy agreement relationship diagrams***, wherein the less sensitive form is one of a de-personalized form in which transformed data does not contain ***personally identifiable information that identifies the data subject but is able to be associated with the data subject using other data having personally identifiable information***, or an ***anonymous form in which transformed data does not contain personally identifiable information that identifies the data subject and is not able to be associated with the data subject***.

Thus, neither Coffey nor Ginter, either alone or in combination, teach or provide any technical rational to implement the features of identifying opportunities to transform data into a less sensitive form ***based on the one or more privacy agreement relationship diagrams***, wherein the less sensitive form is one of a de-personalized form in which transformed data does not contain ***personally identifiable information that identifies the data subject but is able to be associated with the data subject using other data having personally identifiable information***, or an ***anonymous form in which transformed data does not contain personally identifiable information that identifies the data subject***



*and is not able to be associated with the data subject*, as recited in claim 1. Coffey teaches a relationship diagram, but nothing regarding privacy agreements or privacy agreement relationship diagrams, let alone using such privacy agreement relationship diagrams to identify opportunities to transform data into a less sensitive form. Ginter teaches that information may be filtered to ensure privacy, but, like Coffey, does not teach anything regarding privacy agreement relationship diagrams or using such diagrams to identify opportunities to transform data into a less sensitive form.

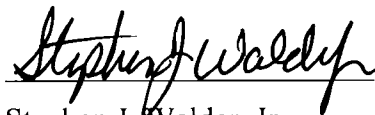
In view of the above, Applicants respectfully submit that the alleged combination of Coffey and Ginter does not teach or render obvious the specific features recited in amended claim 1. Similarly, the alleged combination of references does not teach or render obvious the similar features found in the other independent claims 6 and 11. At least by virtue of their dependencies, the alleged combination of references fails to teach or render obvious the features of dependent claims 2, 7, and 12. Accordingly, Applicants respectfully request withdrawal of the rejection of claims 1-2, 6-7, and 11-12 under 35 U.S.C. § 103(a).

#### **IV. Conclusion**

It is respectfully urged that the subject application is now in condition for allowance. The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

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Respectfully submitted,



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